MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ELMER FRED KEIPP, JR.,
   RESPONDENT

vs.

RHONA IRENE KEIPP,
   APPELLANT

DOCKET NUMBER WD74272

DATE: JULY 31, 2012

Appeal from:

The Circuit Court of Boone County, Missouri
The Honorable Leslie M. Schneider, Judge

Appellate Judges:

Division Two: Victor C. Howard P.J., Karen King Mitchell and Cynthia L. Martin, JJ.

Attorneys:

Carl M. Edwards, for Respondent

Paul A. Seigfreid, for Appellant

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

ELMER FREID KEIPP, JR., RESPONDENT
    v.
RHONDA IRENE KEIPP, APPELLANT

WD74272   Boone County, Missouri

Before Division Two: Victor C. Howard, P.J., Karen King Mitchell and Cynthia L. Martin, JJ.

In 2011, Rhonda Gruer, formerly Rhonda Keipp, applied for and was granted an order for garnishment of Elmer F. Keipp Jr.'s wages based on a provision in a separation agreement incorporated in a 2009 Dissolution of Marriage Judgment ("Judgment"), which required Keipp to pay Gruer $20,000 over a period of not more than ten years, and specified that no schedule of payments existed except the ten-year deadline. Keipp moved to quash the garnishment, and the court sustained the motion. Gruer appeals.

AFFIRMED.

Division Two Holds:

The disputed provision of the Judgment incorporating the separation agreement was unambiguous, and the agreement's unconscionability was not properly before the trial court for reconsideration, nor is it preserved for appeal. Gruer's argument misapplied the law regarding execution of judgments, due to its basis in an erroneous legal conclusion that the disputed provision was "maintenance," when, in fact, the provision was not an award of maintenance. The execution of the Judgment consists of the trial court enforcing the separation agreement in accordance with its unambiguous terms. The trial court did not err in granting Keipp's motion to quash garnishment.

Opinion by: Victor C. Howard, Judge   Date: July 31, 2012